

**LICENSE AGREEMENT FEE SCHEDULE**

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For the Licensee: **RENTER NAME**

License Period: **DATE, TIME**

Negotiated Rehearsal/Set-up Period (usually arranged two weeks prior to event):

**License Fees:**

	<b>PRICE</b>
Event.....	
Daytime recording time (\$50.00/hr).....	
Rehearsal/Set-up extra time (\$25.00/hr subject to availability).....	
Rehearsal/Set-up after hours (\$25.00/hr subject to availability).....	
Delivery time after hours (\$25.00/hr subject to availability).....	
Changing date fee (\$50.00, prohibited within 90 days of license period).....	

**Extra Service and Material Rentals:**

Piano tuning (\$150.00).....	
Fireplace use and log (\$25.00).....	
Photocopies (\$0.50/pg).....	
Cocktail table rental (for all 6) (\$50.00).....	
Projector rental (\$20.00).....	
Podium rental (\$15.00).....	
Free standing microphone rental (\$10.00).....	
Coffee service for 30+ (1 urn, caffeinated or decaffeinated) \$30.00.....	
Coffee service 60+ (2 urns, caffeinated and decaffeinated) \$50.00.....	
Cocktail plates (per 25) \$15.....	
Wine glasses (per 25) \$10.....	
Water glasses (per 25) \$10.....	
Recorded music fee (\$12 background/ \$25 dancing reception).....	
NSF cheque penalty (\$50 each).....	
Cleaning Fees.....	
Broken plate fee (\$6 each).....	
Broken glass fee (\$4 each).....	

**SUBTOTAL**.....

HST (10812 2466 RT0001) .....

**TOTAL FEES**.....

DEPOSIT DUE.....

**BALANCE DUE ON DAY OF RENTAL**.....

For the Toronto Heliconian Club:

Date:

For **LICENSEE**: \_\_\_\_\_ Date: \_\_\_\_\_

## LICENSE AGREEMENT

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This agreement made as of **DATE**

Between:                           The Toronto Heliconian Club (the Licensor)

And                                   **RENTER NAME** (the Licensee)

witnesses that in consideration of the fees to be paid, the parties agree as follows:

1. **DATE from ACCESS TIME to EXIT TIME.**, as long as the license fees and all other amounts payable hereunder by the Licensee are paid in a timely way and the Licensee complies with terms hereof, and reasonable rules established from time to time by the Licensor, the Licensor hereby permits the Licensee to use the Hall, greenroom, kitchen, cloakrooms, washrooms and basement area (hereinafter collectively referred to as the "Licensed Areas").
2. The Licensee shall pay the Licensor a license fee of **PRICE** for its use of the Licensed Areas. Anytime outside of the license period is subject to additional fees that must be agreed to by both parties and may be covered under a separate agreement. Fifty percent of the licence fee is due upon booking as a non-refundable deposit, and the balance of the fee along with any other incidental charges (refer to fee schedule) is due by the end of the license period.
3. The Licensed Areas shall be used by the Licensee only for the purposes of conducting **TYPE OF EVENT**, as described in prior meetings between the two parties, and may not be used for any other purposes.
4. If the actions of the Licensee directly results in additional taxes, levies, charges, rates or assessments being billed to the Licensor, the Licensee will pay the expense to the Licensor or the appropriate authority.
5. The Licensor shall not be liable for any loss or damage sustained by the Licensee and/or the Licensee's representatives, guests, visitors or participants, resulting directly or indirectly from the use of the Licensed Areas, except for normal wear and tear.
6. The Licensee shall be liable for all loss or damage caused by the operations of the Licensee as well as any damage or injury resulting from negligence or willful acts by the Licensee's representatives, guests, visitors or participants, except for normal wear and tear.
7. The Licensee shall indemnify and save the Licensor harmless from and against any and all costs, expenses, claims and demands arising from any default hereunder by the Licensee, and any and all claims by or on behalf of any person, firm or corporation arising from the operations of the Licensee in the Licensed Areas and from any act or negligence of the Licensee and/or the Licensee's representatives, guests, visitors or participants, and from and against all costs, fees, expenses and liabilities arising from or incurred in respect of any such claim or action or proceeding brought thereon.
8. The Licensee shall return the Licensed Areas to a clean and tidy condition by the end of the license period. Failure to do so will result in a cleaning fee that the Licensee will pay promptly to the Licensor directly. The fee will be proportional to the extent of the cleaning that is required.
9. The Licensee agrees not to impede in any way the officers, employees or agents of the Licensor in the exercise by them of the Licensor's rights of control of the Licensed Areas and, in particular, to give all reasonable assistance and facilities to such officers, employees or agents for repair, construction, renovation, alteration or maintenance at any time.
10. The Licensee shall not be entitled to make any alterations, changes, additions, deletions, improvements or any other work in or to the Licensed Areas without the consent of the Licensor, which consent may be withheld. This includes any alterations, changes, additions, deletions and/or censorship to the art work on the walls of the Licensed Areas. Any damage done to any work of art will result in the Licensee being liable for the full marked price of the work, and the Licensee promptly paying the marked amount. If there is no marked price, then a value will be determined by the Licensor and payable by the Licensee.
11. Under no circumstance will the Licensee affix anything, including but not limited to flyers and posters related to the activities occurring in the Licensed Areas, to the interior or exterior walls, doors or other features of the Licensed Areas using permanent or temporary methods and materials including, but not limited to tape, sticky tack, push pins, and nails. Any damage done to any feature, door or wall, including the removal and cleaning of tape, will result in additional fees that the Licensee will be liable for and will promptly forward to the Licensor. If arrangements are made with the Licensor ahead of time, a temporary sign may be tied to the property fence or displayed on easels in the interior in a non-invasive manner

- during the time limited to the Licence period outlined in this agreement. There are also two bulletin boards within the Licensed Areas that the Licensee may request to have materials affixed to before and/or during their license period. Materials are subject to review and approval of the Licensor and are to be affixed by representatives of the Licensor.
12. The Licensee understands that animals and helium balloons are not allowed in the interior of the Hall (excluding service animals), and the use of confetti, rice or sparkles is not allowed anywhere on the property.
  13. From time to time, the Licensor may make alterations, changes, additions, deletions, improvements or any other work in and to the Licensed Areas or any part thereof.
  14. If the Licensed Areas or any part of parts thereof become damaged or destroyed by the Licensee and/or the Licensee's representatives, guests, visitors or participants, the Licensor shall have the right to terminate this agreement immediately.
  15. The Licensee shall, at the Licensee's sole expense, comply with all laws, orders, ordinances and regulations of federal, provincial or municipal authorities and with any direction made pursuant to law or by any public officer or officers, which relate to the Licensee's use and occupation of the Licensed Areas (collectively, the "Laws").
  16. If at any time during the term of this agreement, either party receives notice that the Licensed Areas fail to comply with any Laws, the Licensee will immediately take steps to correct any deficiencies, at the Licensee's sole expense, provided the Licensor shall first have approved such steps, acting reasonably (this includes, but is not limited to noise restrictions, building capacity and the maintenance of clear exit pathways).
  17. The Licensee understands that the capacity of the Licensed areas is 124 persons including all staff members or representatives present on behalf of the Licensee as well as the Licensor, and as well as any performers, volunteers, guests and/or participants present. If the Licensed Areas are ever found to have more than 124 persons, the Licensee agrees to take any and all steps necessary to lower the occupancy below the 124 person limit, regardless of whether the occupants have paid admission that the Licensee could be liable for, at no expense or liability to the Licensor.
  18. If live music is used, the Licensee acknowledges that the Licensee's name and address as it appears on this contract will be forwarded to SOCAN (Society of Composers, Authors and Music Publishers of Canada). If SOCAN requires payment as a result of the activities of the Licensee in the Licensed Areas, the Licensee recognizes that the Licensor is in no way liable or responsible for any part or whole of these fees, and agrees to forward any owed amounts to SOCAN directly.
  19. If recorded music will be played during the Licensed period, it must be discussed prior to the event with the Licensor, and a usage fee must be paid with the payment of the license fee. This fee will be forwarded to Re:Sound Music Licensing Company, who has been authorised to collect royalty fees on behalf of recording artists within Canada. Terrestrial radio is exempt from these fees. If recorded music is played without prior arrangement, the Licensee will have to pay the usage fee prior to the end of the license period.
  20. The Licensee agrees to obtain, at its expense, all licenses and permits which may be required for the operations of the Licensee. This includes, but is not limited to obtaining a Special Occasion Permit (S.O.P.) from AGCO for any event when alcoholic beverages are opened on the premises, whether its consumption is limited to performers, organisers and representative of the Licensee or if it is for public guests and participants. This includes celebratory drinks consumed privately at the end of events (i.e. musicians drinking after a concert). All consumption on the premise is not covered by the Licensor's Liquor Permit and is therefore illegal without an S.O.P. If detected, a representative of the Licensor has the authority to instruct the persons consuming the alcohol to stop immediately and dispose of any open containers and their contents. The permit must be provided to the Licensor prior to the event or on the day of the event and before alcohol containers are opened. A copy of the permit will be made and attached to this agreement as a record. The permit holder is responsible for the safety and sobriety of all guests and will be liable for any negative action or negligence resulting from the consumption of alcohol affecting the property of the Licensor, the Licensee or any other involved party. It is the Licensee's responsibility to ensure that their representatives, guests, visitors and/or participants are following all Laws related to the service of alcohol. If intoxication of the Licensee's representatives, guests, visitors or participants is apparent, representatives of the Licensor can order the Licensee to cease sale and or service of alcohol. The Licensee must have the service and/or sale of alcohol overseen by persons who have completed training courses similar to the SmartServe program to ensure that legal and appropriate service practices are followed. In case of rowdiness, the Licensor will contact the police.

21. All arrangements and expenses related to catering services are the sole responsibility of the Licensee. Caterers are expected to contact the Licensor directly to review the use of the kitchen. The kitchen is not intended for full preparation, but for reheating and finishing pre-prepared food. Any use that is beyond the normal capabilities of the facilities, or that has not been prearranged with the Licensor, may be denied during the rental period, regardless of how it will affect the planned meal or the expenses of the Licensee or caterer. Any expense incurred by any party because of the kitchen not meeting expectations of the Licensee or the caterer are to be negotiated and paid for by the Licensee and/or caterer and are in no way the responsibility of the Licensor. Furthermore, if any activity by a caterer or representative of the caterer is causing damage to the building, a representative of the Licensor will order that the activity be stopped immediately and all persons involved must comply.
22. The Consumption of all foods and beverages by all persons is to be confined to the main floor of the building.
23. No open flame is permitted on the premises. All candles must have the flame enclosed. Only flame resistant and retardant materials may be used to enclose flames and the materials must extend taller than the flame height of the candle. Candles must be placed in safe locations, and are prohibited from being placed on the floors, stairs and narrow rails of the Licensed Areas. They are also prohibited from being placed outside of the building, or in areas with restricted supervision. Any candle that a representative of the Licensor determines to be in an area of danger will be removed by the representative without notice.
24. The fireplace is available for use during the License period, but must be arranged prior to the event and is subject to an additional fee. The Licensor will provide one processed log. The Licensee is not permitted to bring any materials to burn. If any persons are found to be adding any unauthorized materials to the fire, it will result in the fire being extinguished, and usage fee will not be refunded. If the fire is no longer needed, the Licensee is to instruct a representative of the Licensor to extinguish the fire. No other person is permitted to extinguish the fire. The Licensee acknowledges that using the fireplace may increase the temperature in the Licensed Areas.
25. Any video recording and/or photography that is done in the Licensed Area that includes more than the stage area of the Hall must get permission prior to the License period.
26. All advertising and/or publicity must refer to the licensed venue as "Heliconian Hall." The term Heliconian Club may not be used. All posters, postcards, programs and other promotional material must acknowledge Heliconian Hall as the venue.
27. The Steinway grand piano is tuned monthly. Additional tunings for specific events must be arranged well in advance, and a tuning fee will be added to the License fee. Only the official Licensor piano tuner may be engaged to service or adjust the piano. The proximity of additional tunings to the License period is subject to the availability of the tuners, Licensor staff and the schedule of the piano's usage.
28. The piano is not to be used by the Licensee and/or the Licensee's representatives, guests, visitors or participants for any purpose other than professional or educational performance. It is not to be used as a toy, or by untrained persons. This includes use after performances during receptions.
29. Any additional set-up time, rehearsal time, or access to the building outside of the License period is subject to the availability of the Licensed Areas and limited to two hours without additional fees. Any time used outside of regular staffing hours will be subject to additional costs. Furthermore, the Licensor reserves the right to deny or hold available times that will likely be rented by other parties. If the Licensee would like to book these times, they may be subject to full rental rates to avoid opportunity costs to the Licensor, and must be covered in an additional license agreement.
30. The premise will be supervised by at least one representative of the Licensor for the full License period. The representative will unlock and lock the premise and ensure the space is set up with the basic facility amenities. The representative will have the authority to enforce all guidelines and rules of the Licensor. The Licensee and/or the Licensee's representatives, guests, visitors or participants agree to follow the direction of the representative at all times. Any request to change any aspect of the Licensed Areas must be made to the representative and not performed by the Licensee and/or the Licensee's representatives, guests, visitors or participants. This includes but is not limited to adjusting the temperature, altering the stage lights or sound systems and altering any wiring and cable connections. The representative is on the premise to supervise the use of the Licensed Areas. The representative cannot be expected to sell or accept tickets or merchandise, make or arrange refreshment, clean dishes, act as a stage hand, move sets, operate the lighting board or perform any activity that would distract them from the role as a representative of the Licensor, or that falls beyond the scope of their employment.
31. The temperature in the Licensed areas will be maintained between 20 and 23 degrees Celsius. The temperature cannot be raised or lowered for event purposes because it poses risks to equipment. If the air

- conditioning in the building is malfunctioning to the point of damaging the building (which happens very occasionally), the representative of the Licensor will be entitled to turn off the units to protect the property.
32. Materials brought to the venues by the Licensee and/or a representative of the Licensee or rented from a third party for the rental period should be brought and removed during the rental period. In extreme circumstances when this is not possible, arrangements for early drop-off or late pick-up and intermittent storage may be available subject to the discretion of the Licensor. Arrangements for the drop-off and pick-up must be made prior to their occurrence, and are subject to the availability of the venue and staff. Any drop-off or pick-up arrangements that add additional staffing time will be subject to a fee. Representatives of the Licensor are able to sign for deliveries but they are not liable for errors or omissions from orders.
  33. Garbage and recycling facilities are available on the premise. The Licensor pays for the amount of garbage produced by the venue, but not the recyclable materials. The Licensee and/or the Licensee's representatives, guests, visitors or participants are expected to separate garbage and recyclable items into their designated receptacles. Failure to do so may result in a sorting fee, which the Licensee must promptly pay. If an event produces more than a normal amount of garbage, the Licensor may charge the Licensee for extra disposal costs inflicted on the Licensor.
  34. Coffee urns, tea pots and serving trays are available for use and included in the license fee. Chinaware, cutlery, glassware and linens are not included or available. All cleaning of used items is the responsibility of the Licensee and failure to adequately clean any materials will result in additional fees for which the Licensee will be liable.
  35. Certain facility amenities are not included in the licence fee but are available for an additional fee that should be arranged prior to the Licence period. Any use of the amenities that is not prearranged will still be subject to usage fees which the Licensee must pay.
  36. After the rental period, if any fees are still owed to the Licensor, the Licensor will invoice the Licensee, and the balance must be paid promptly by the Licensee.
  37. Any payment that cannot be processed (i.e. NSF cheques) will result in an additional \$50 fee being added to the amount owed.
  38. It is understood that the Heliconian Hall and all land on its property is "smoke free." Smoking is not permitted in the building, in the back yard or on the front steps. People smoking must make their way to the sidewalk.
  39. The Licensor reserves the right to refund any deposit received and cancel the rental in extreme circumstances, without expense or liability to the Licensor (*force majeure*).
  40. The Licensor shall have the right, at any time, upon 7 days' notice to the Licensee, to terminate this agreement if the Licensee shall be in default of paying the license fees from earlier license rentals with the Licensor and such default continues for a period of 7 days after written notice by the Licensor to the Licensee specifying such default.
  41. The Licensor shall have the right, at any time, upon 7 days' notice to the Licensee, to terminate future agreements if the Licensee shall be in default in the observance of performance of any provision and/or obligation hereof and such default has not been remedied or continuous diligent efforts to remedy same have not been taken within fifteen days after written notice by the Licensor to the Licensee specifying such default.
  42. The Licensor shall have the right, at any time, upon 7 days' notice to the Licensee, to terminate future agreements if any action by the Licensee and/or the Licensee's representatives, guests, visitors or participants has been determined by the Licensor to have damaged the reputation of the Licensor, its representatives or its affiliates.
  43. The Licensor shall have the right, at any time, upon 7 days' notice to the Licensee, to terminate this agreement if the Licensee becomes insolvent or makes an assignment for the benefit of creditors or in bankruptcy, or proceedings are commenced against the Licensee pursuant to the *Bankruptcy and Insolvency Act* (Canada), or if the Licensee is declared bankrupt, or takes the benefit of any legislation that may be in force for bankrupt or insolvent debtors or if any other proceedings are taken by or against the Licensee under any winding-up legislation, or if the Licensee makes any sale of its assets under the *Bulk Sales Act* (Ontario).
  44. In addition to such right of termination, the Licensor shall also be entitled to pursue all other remedies available to it whether hereunder or at law, arising as a result of the occurrence of any of the foregoing events.
  45. Any notice or demand required, permitted or desired to be given hereunder shall be sufficiently given in writing if delivered to the Licensor at the Toronto Heliconian Club, 35 Hazelton Avenue, Toronto, Ontario M5R 2E3.

46. Any notice or demand required, permitted or desired to be given hereunder shall be sufficiently given in writing is delivered to the Licensee **at RENTER MAILING ADDRESS.**
47. The parties each agree to execute such further assurances and do such other acts, each at their own expense, as may reasonably be required to carry out the proper intent of this agreement.
48. This license constitutes a personal agreement between the parties and no right hereunder is capable of assignment or transfer by the Licensee, and nothing herein shall be construed as creating an interest in land or any greater right than a license personal between the parties.
49. The Licensee acknowledges that there are no representations, warranties, agreements or conditions forming part of or relating to this agreement, save as expressly set out in this agreement, and this agreement (as well as any orders for additional amenities and services) constitutes the entire agreement between the parties relating to the subject matter of this agreement.

In witness whereof the parties hereto have executed this agreement.

For the Toronto Heliconian Club:

Date:

For **LICENSEE:** \_\_\_\_\_ Date: \_\_\_\_\_